

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEBRASKA

IN THE MATTER OF:)	CASE NO. BK 17-40673
)	Chapter 12
ROFFERS' RANCH, LLC,)	
)	
)	
Debtor.)	

APPLICATION FOR APPROVAL OF SALE OF REAL ESTATE FREE AND CLEAR OF
LIENS; NOTICE OF OBJECTION/RESISTANCE DEADLINE;
AND CERTIFICATE OF SERVICE

COME NOW the Debtor and for its Application for Approval of Sale of Real Estate Free and Clear of Liens, and alleges as follows:

1. The Debtor filed for relief under Chapter 12 of the bankruptcy code on May 2, 2017.
2. Debtor owns real estate located at 6011 State Hwy 250 Rushville, Nebraska more accurately described as the E1/2 (less 5 acres in NE1/4) of Section 3; N1/2 and SW1/4 of Section 10, Township 31 North, Range 44 West of the 6th P.M., Sheridan County, Nebraska.
3. Debtors have entered into a purchase agreement to sell the property for \$1,500,000.00. A copy of the agreement is attached hereto as Exhibit A.
4. Debtor does not expect any net sale proceeds from the closing of this transaction to be paid to the Debtor because all the proceeds will be used to pay administrative expenses, including the annual Trustee's fee of \$6,000, Debtor's attorney's fees in the approximate balance of \$8,000.00, and realtor fees and normal closing expenses. A copy of the pro forma closing statement is attached hereto as Exhibit B.
5. Upon closing of the transaction, the net funds shall be paid to the Chapter 12 Trustee for disbursement pursuant to the Application and Order approving the Application.
6. Proceeds from the sale shall be applied by Farm Credit Services of America, FLCA and PCA (Production Credit Association) first to pay off all real estate loans and then to make prorata payments on remaining debts owed to Farm Credit Services of America, FLCA and PCA. After application of the additional payments, which will be first applied to interest and then principal, the balance due shall be reamortized

over the period set forth in the Plan. A new payment plan summary shall be prepared and filed by the Debtor with the Trustee.

WHEREFORE, Debtor prays for an order of the Court approving the sale of the real estate as described herein free and clear of liens; payment of administrative fees and for such other relief as the Court deems just and equitable.

Nebraska Rule of Bankruptcy Procedure 9013 provides that all resistances to the Application for Approval of Sale of Real Estate shall set forth the specific factual and legal basis and conclude with a particular request for relief and shall be served in conformance with Nebraska Rule of Bankruptcy Procedure 9014.

IF NO WRITTEN RESISTANCE OR REQUEST FOR HEARING IS FILED WITH THE BANKRUPTCY COURT CLERK, 460 FEDERAL BUILDING, 100 CENTENNIAL MALL NORTH, LINCOLN, NEBRASKA 68508 AND SERVED UPON PHILIP KELLY, COUNSEL FOR THE DEBTORS, ON OR BEFORE August 28, 2018, THE BANKRUPTCY COURT WILL CONSIDER ENTERING AN ORDER GRANTING THE RELIEF SOUGHT IN THE APPLICATION FOR APPROVAL OF SALE OF REAL ESTATE. If a timely resistance or request for hearing is filed and served, the Bankruptcy Court will schedule a hearing with notice of the hearing being limited to parties who timely file a written resistance or request for hearing and Philip Kelly, counsel for the Debtors.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

DATED: August 7, 2018

ROFFERS' RANCH, LLC, Debtor

By Philip M. Kelly
Philip M. Kelly, NSBA #15427
DOUGLAS, KELLY, OSTDIEK, SNYDER,
OSSIAN, VOGL and SNYDER, P.C.
105 E 16th Street – PO Box 419
Scottsbluff NE 69363-0419
Telephone: (308) 632-7191
FAX: (308) 635-1387
E-mail: pkelly@scottsblufflaw.com

CERTIFICATE OF SERVICE

A copy of the Application for Approval of Sale of Real Estate was sent this 7th day of August, 2018 by regular United States Mail, sufficient postage attached, to all parties on the attached mailing matrix, except for those receiving notification electronically via the CM/ECF system as indicated by a (+) beside their name on the attached matrix.

Philip M. Kelly
Philip M. Kelly, NSBA #15427



11516 Nicholas Street, Omaha, NE 68154
Phone (402) 496-3276 Fax (402) 496-7956
www.farmersnational.com

Real Estate Sale Contract

This is a legally binding contract. If not understood, seek legal advice.

Sale No: _____
Date: June 20, 2018

The undersigned, Wayne F Childers and Elizabeth A Childers, Buyer, having examined the below described premises to my complete satisfaction, hereby offers to purchase the same, through Farmers National Company, on the terms and conditions set forth, herein.

This offer shall expire at 12:00 o'clock P M, on June 22, 20 18.

If notification of the Seller's unqualified acceptance of this offer is not communicated to me prior to that time by Seller or his agent, this offer shall be deemed revoked, and my earnest money promptly refunded to me. I acknowledge that no other agent has offered this property to me, and that no representation made to me by the agent is being relied upon by me, other than those set forth, herein.

1. PROPERTY

Legal Description: East Half (E1/2) of Section 3 except 5.0+- acres in the Northeast Quarter; North Half (N1/2) and Southwest Quarter (SW1/4) of Section 10; Township 31 North, Range 44 West of the 6th P.M., Sheridan County, Nebraska

containing 793.83 acres more or less situated in Sheridan County, NE State, together with all appurtenant rights, privileges, easements, improvements & fixtures in their current condition and including all mineral, wind, certified irrigated acres, water rights owned by Seller (excluding any mineral & water rights previously reserved or conveyed of record) unless expressly reserved by Seller in the Contract, as provided below:
Any existing mineral-gravel, water rights currently owned by Seller to be conveyed to Buyer at closing

I agree to acquire all personal property, fixtures and buildings, if any, in an "As Is-Where Is" condition with no guarantees or warranties from the Seller or their Agents.

2. CONTRACT SALES PRICE AND TERMS

I agree to pay Seller the total sum of \$ 1,500,000.00 dollars for the real estate, as follows:
Earnest money in the amount of \$ 5,000.00 dollars accompanies this contract, having been deposited with James Land Company, the receipt of which is hereby acknowledged by Farmers National Company. I understand that my earnest money check will be cashed upon acceptance of this offer by Seller.

At closing, upon delivery of a Warranty deed, and all other documents needed to properly transfer title, \$ 1,495,000.00 shall be paid to the Seller by certified check, money order, or wire transfer.

3. CLOSING AND POSSESSION

Closing of the sale shall occur on Sept 25, 20 18, or such other date agreed to by the parties, following which I am to have possession of the property, unless an alternative possession date is otherwise agreed. Full possession subject to tenant's rights will be on or about Sept 20, 2018

4. CONVEYANCE

Seller shall provide me with evidence of marketable title in the form of a ☐ complete updated abstract of title or a ☒ policy of title insurance. Objections to title, if any, shall be presented to Seller within seven days thereafter. The closing shall occur on or about the agreed date to close, or within seven days after title objections have been cured by the Seller, whichever date is later. I agree to pay 50 % of the cost of providing evidence of marketable title, the balance to be paid by Seller. Farmers National Company assumes no responsibility for providing evidence of marketable title, examination of the title, or curing title defects, nor for any closing delays caused thereby.

If the title to the property cannot be made marketable by the intended closing date, or any agreed extension thereof, this contract shall be rescinded and my earnest money shall be refunded. Should I otherwise refuse or fail to consummate the purchase, Seller shall be entitled to retain the earnest money as liquidated damages; however, this forfeiture shall not preclude Seller from seeking other legal recourse. In either event, I agree to immediately abandon all claims upon the Property, and Seller shall have an unqualified right to full possession thereof.

Seller's Initials _____ Buyer's Initials W. C.

5. INSURANCE

In the event of loss or damage to the property prior to closing, I agree to accept an insurance settlement in lieu of repair or replacement. I understand that I may secure additional coverage at any time at my expense. At closing, insurance covering the property, crops and improvements, shall be provided for as follows:
Insurance to be Seller's responsibility to day of closing. Insurance to be Buyers responsibility after closing

6. FARM TENANCY AND RENTS

Seller shall terminate any leases on the property prior to closing, unless otherwise agreed herein.

Seller ☐ Buyer ☐ shall receive the landlord's share of the crop or ____% share of the total cash rent for the ____ crop year.
Seller ☐ Buyer ☐ shall pay ____% of the landlord's share of the ____ crop year expenses.

7. REAL ESTATE & PERSONAL PROPERTY TAXES

Seller shall pay real estate taxes and personal property taxes, if applicable, and special assessments, based on tax record information as of closing, as follows:

Seller to be responsible for 2017 and all prior years real estate taxes. 2018 real estate taxes to be prorated to day of closing

_____. All subsequent taxes shall be my responsibility following closing.

8. GOVERNMENT AGRICULTURAL PROGRAMS

☒ Seller ☐ Buyer will receive landowner's share, if any, of annual government program payments for the 2018 crop year. Payments for subsequent years will go to Buyer.

☒ Seller ☐ Buyer will receive landowner's share, if any, of conservation reserve program payments for the 2018 crop year. Payments for subsequent years will go to the Buyer.

Seller agrees to provide yield and other required documentation to Buyer to fulfill the obligations of government programs, if any. Other provisions:

I agree to accept the assignment and responsibilities thereof of all existing Federal/State program contracts from the Seller, if any.

9. SURVEY

Seller shall provide a new boundary survey for any parcel where there is no existing legal description or where new boundaries are created by the parcel divisions of the auction. Final purchase price ☐ will ☐ will not be based upon surveyed acres. Cost of survey will be paid by the ☐ Seller ☐ Buyer. If survey cost is split, buyer and seller will pay the following percentage of cost:

Seller % ____ Buyer

☒ No survey needed

10. TAX DEFERRED EXCHANGE (Check if applicable ☒)

It is the ☐ Sellers ☒ Buyers intent to use this transaction in an Internal Revenue Service Code Section 1031 Tax Deferred Exchange. Buyer agrees to cooperate with the Seller and the Seller agrees to cooperate with the Buyer in any such tax deferred exchange. Any legal documents necessary or desirable to affect the exchange and any expenses incurred in connection with such exchange transaction shall be the sole responsibility of the person utilizing such exchange.

11. MISCELLANEOUS PROVISIONS

- 1) Offer to be contingent on Buyer financing and appraisal of property.
- 2) Sale to include all gates, metal panels, hydraulic chute, water tanks, and misc equipment currently in use for cattle operation.
- 3) Buyer requests an NRCS Well test within 30 days of acceptance of contract
- 4) Buyer requests to do a walk-drive through of property prior to closing
- 5) Buyer to do an inspection of sprinkler, irrigation system, 30 days prior to closing
- 6) Weather permitting, Buyer requests option to plant winter grain in available fields, not already planted to full harvesting crops, in the first part of September
- 7) All machinery and or misc equipment belonging to Sellers to be removed from property by October 15, 2018. Any machinery and or misc equipment remaining after October 15, 2018 to become property of Buyers unless prior agreeable arrangements with Buyers have been made.

12. ESCROW SERVICE

Buyer and Seller acknowledge and understand that the closing of the sale will be handled by an Escrow Closing Service and that Broker is authorized to transfer the earnest money or any other funds it receives to said Escrow Service before or at the time of closing. After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the accounting of said funds. Escrow fees shall be equally divided between Buyer and Seller unless Buyer is obtaining a VA or FHA loan, then cost shall be paid by Seller. The identified Escrow Closing Service is as follows: Dawes County Abstract and Title Company, Inc. If the identity is unknown at the date of this contract, such identification will be made at the earliest opportunity.

13. ASSIGNMENTS

This Real Estate Contract is binding on and shall inure to the benefit of the parties hereto and their heirs, successors and approved assigns. The contract may not be assigned by the Buyer or Seller without the written consent of the other party, which shall not be unreasonably withheld.

14. DISCLOSURES

Disclosure Statement: It is clearly understood and agreed by the parties hereto that Farmers National Company is acting as or under the following relationship, ☐ Seller Agent ☒ Buyer Agent ☐ Designated Agency ☐ Dual Agency ☐ Limited Agency ☐ or as a ☐ Transactional Broker and that all parties have been provided with any state required brokerage disclosure information.

15. SELLER UNDERSTANDS IT IS ILLEGAL FOR EITHER SELLER OR BROKER TO REFUSE TO SELL TO OR DISCRIMINATE AGAINST ANY PERSON BECAUSE OF THE PERSON'S RACE, COLOR, SEX, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, FAMILIAL STATUS, HANDICAP, MARITAL STATUS, OR UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, AS THOSE TERMS ARE DEFINED IN THE FEDERAL FAIR HOUSING ACT OR ANY OTHER APPLICABLE FEDERAL, STATE, COUNTY, OR LOCAL STATUTE OR ORDINANCE.

This agreement may be signed in counter parts, each of which shall be deemed as an original, but all of which together shall constitute one and the same document. If this agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

Facsimile copies and signatures on this Contract shall be as valid as an originally signed Contract.

OFFER

Wayne F Childers

Buyer

Date

6/20/18 44 Nikkel Rd, Sedan, NM 88436

Address

Elizabeth A Childers

Seller

Date

44 Nikkel Rd, Sedan, NM 88436

Address

SS#:

ACCEPTANCE

Ronald W Roffers

Seller

Date

Seller

Date

SS#:

SS#:

Seller

Date

Seller

Date

SS#:

SS#:

FARMERS NATIONAL COMPANY, AGENT

By: Don Gustin

REV 7/2015

3

Seller's Initials

Buyer's Initials





Black Hills Association of REALTORS®

ADDENDUM/AMENDMENT TO PURCHASE AGREEMENT

This addendum/amendment is made on June 22, 2018 and becomes an integral part of the Purchase Agreement dated/accepted on June 22, 2018 between Wayne F and Elizabeth A Childers ("Buyer") and Ronald W Roffers ("Seller") for the purchase and sale of the Property located at 6011 State Hwy 250, Rushville, NE 68369-8110

The Parties agree that the Purchase Agreement is modified as follows:

James W Curl to be added as Buyer to Childers/Roffers Purchase Agreement dated June 20, 2018
and Counter Offer dated and accepted June 22, 2018

All other terms and conditions of said Agreement remain unchanged.

BUYER:	SELLER:
<u>6/23/18</u> , <u>Wayne F Childers</u>	<u>6/23/18</u> , <u>Ronald W Roffers</u>
Date Signature	Date Signature
<u>6/25/18</u> , <u>Elizabeth Childers</u>	
Date Signature	Date Signature
<u>6/25/18</u> , <u>James W Curl</u>	<u>James W Curl</u>
Date Signature	Date Signature

The following is for informational purposes only and they shall not be considered parties to this contract.

Selling Company: Farmers National Company Selling Salesperson: Don Gustin
Listing Company: James Land Company Listing Salesperson: Brad James



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ADDENDUM/AMENDMENT TO PURCHASE AGREEMENT

This addendum/amendment is made on July 5, 2018 and becomes an integral part of the Purchase Agreement dated/accepted on June 22, 2018 between Wayne F and Elizabeth A Childers, and James W Curl ("Buyer") and Ronald W Roffers ("Seller") for the purchase and sale of the Property located at 6011 State Hwy 250, Rushville, NE 69360-5119

The Parties agree that the Purchase Agreement is modified as follows:

Property to be divided as follows: James W Curl to purchase West Half (W1/2) Sec 10, Twp 31, Rng 44 West of the 6th PM, Sheridan Country NE consisting of 320+- acres for a total price of \$577,700.00.
Wayne F and Elizabeth A Childers to purchase North East Quarter (NE1/4) Sec 10, East Half (E1/2) of Sec 3 except 5.0+- Twp 31 North Rng 44 West of the 6th PM consisting of 473.83 +- acres for a total price of \$922,300.00.

Total purchase price for 793.83 acres to remain at \$1,500,000.00

All other terms and conditions of said Agreement remain unchanged.

BUYER:

SELLER:

_____ Date	_____ Signature	_____ Date	_____ Signature
_____ Date	_____ Signature	_____ Date	_____ Signature

The following is for informational purposes only and they shall not be considered parties to this contract.

Selling Company: Farmers National Company Selling Salesperson: Don Gustin

Listing Company: James Land Company Listing Salesperson: Brad James

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GenDoc 038302-000183-0818018

Prepared by: Don Gustin - Farmers National Company - d.gustin@farmersn.com

JUL 09 2018 09:44 AM FIRST INTERSTATE EDEDMONT 6056827070

PAGE. 1/ 1



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ADDENDUM/AMENDMENT TO PURCHASE AGREEMENT

This addendum/amendment is made on July 18, 2018 and becomes an integral part of the Purchase Agreement dated/accepted on June 28, 2018 between Wanda P and Elizabeth A Childers and James W Earl ("Buyer") and Ronald W Refen ("Seller") for the purchase and sale of the Property located at 6911 Stone Hwy And Cheyenne, WY 82009-0118

The Parties agree that the Purchase Agreement is modified as follows:

Property to be sold as follows: James W Earl purchases from Wanda P and Elizabeth A Childers all of the right, title and interest in and to the real property located at 6911 Stone Hwy And Cheyenne, WY 82009-0118, including all improvements thereon, together with all fixtures and appurtenances thereto, and all other rights and interests in and to the same, for a total price of \$199,000.00.

Total cash price for 70.00 acres is \$199,000.00.

All other terms and conditions of said Agreement remain unchanged.

BUYER:		SELLER:	
<u>7/5/18</u>	<u>Elizabeth A Childers</u>	<u>7/18/18</u>	<u>Ronald W Refen</u>
<u>7/5/18</u>	<u>Wanda P Childers</u>	<u>7/18/18</u>	<u>Ronald W Refen</u>
Date	Signature	Date	Signature
<u>7/9/18</u>	<u>James W Earl</u>		
This document is not a contract and shall not be considered part of the contract.			
Selling Company: <u>First Interstate Realty</u>		Selling Agent: <u>Brad James</u>	
Listing Company: <u>First Interstate Realty</u>		Listing Agent: <u>Brad James</u>	

06/22/2018 10:53 1st National Bank

(FAX) 1 300 282 1103

P.003/004

6/22/2018 6:43 PM

From: Brad James • To: Ron Roffera, WNB

Page 2 of 3

Brokerage: James Land Company Broker: Curt James Office (307) 926-3104
Fax (307) 222-0566 Address: 203 South 1st Street (PO Box 1167) Saratoga, WY 82931

COUNTER OFFER

THIS COUNTER OFFER SUPERCEDES ALL PRIOR COUNTER OFFERS. THE CHANGES TO THE TERMS AND CONDITIONS LISTED BELOW ALONG WITH ANY ATTACHED REAL ESTATE PURCHASE AGREEMENT AND/OR ADDENDUMS ARE CONSIDERED A NEW OFFER AND ALL PREVIOUS OFFERS AND COUNTER OFFERS ARE NOT AVAILABLE FOR FUTURE ACCEPTANCE.

To the extent the terms of this Counter Offer modifies or conflicts with any provisions of the Real Estate Purchase Agreement and all prior Counter Offer(s), the terms in this Counter Offer shall control. All other terms of the attached Real Estate Purchase Agreement and all prior Counter Offer(s) not modified by this Counter Offer shall remain the same.

This is a Counter Offer to the Real Estate Purchase Agreement dated June 20th, 2018 between Wayne F. Childers and Elizabeth A. Childers as Buyer and the Ron Roffera as Seller(s) pertaining to the property described as:

East Half (E1/2) on Section 3 except 5.0 +/- acres in the Northeast Quarter • North Half (N1/2) and Southwest Quarter (SW 1/4) on Section 10, Township 31 North Range 44 West of the 6th PM Sheridan County Nebraska

The parties accept all of the terms and conditions in the attached Real Estate Purchase Agreement and all attached Counter Offers with the following changes:

The earnest money deposit shall be \$10,000.00 and balance due at closing shall be \$1,490,000.00 in certified check, money order or wire transfer.

This Counter Offer shall expire on or before Monday, June 25th, 2018 at noon 12:00 pm

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL COUNSEL BEFORE SIGNING.

Seller Ronald W. Roffera Date 6/24/18

Seller _____ Date _____

Buyer Acceptance of Counter Offer

The undersigned Buyer accepts the foregoing Counter Offer on _____ at 4:40 a.m./p.m.

Buyer Wayne F. Childers Date 6/22/18

Buyer Elizabeth A. Childers Date 6/22/18

SELLER'S STATEMENT

Borrower: James W. Curl

Seller: Roffers' Ranch, L.L.C., a Nebraska limited liability company

Settlement Agent: Dawes County Abstract & Title, Inc.
(308)432-4840

Place of Settlement: 321 Bordeaux Street
Chadron, NE 69337

Settlement Date: September 25, 2018

Property Location: Rural
Rushville, NE 69360
Sheridan County, Nebraska

CREDITS

Contract sales price	577,700.00
Less Total Credits to Seller	TOTAL CREDITS 577,700.00

DEBITS

Commissions paid at settlement	6.0000% = 34,662.00	34,662.00
	27,729.60 James Land Company	
Note: Line 701 Includes Adjustment of -6,932.40 For commission split	6,932.40 Farmers National	
Note: Line 702 Includes Adjustment of 6,932.40 For commission split		
Closing Fee	Dawes County Abstract & Title, Inc.	250.00
Owner's title insurance to Dawes County Abstract & Title/CTIC		681.75
ESTIMATED Outgoing Wire Fees	First National Bank of Chadron	20.00
State Tax/Stamps	Deed Sheridan County Register of Deeds	1,300.50
Less Total Reductions to Amount Due Seller	TOTAL DEBITS	36,914.25

BALANCE

To Seller	540,785.75
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APPROVED:

Roffers' Ranch, L.L.C., a Nebraska limited liability company

BY: _____

Dawes County Abstract & Title, Inc.

SELLER'S STATEMENT

Borrower: Wayne F. Childers and Elizabeth A. Childers

Seller: Roffers' Ranch, L.L.C., a Nebraska limited liability company

Settlement Agent: Dawes County Abstract & Title, Inc.
(308)432-4840

Place of Settlement: 321 Bordeaux Street
Chadron, NE 69337

Settlement Date: September 25, 2018

Property Location: Rural
Rushville, NE 69360
Sheridan County, Nebraska

CREDITS

Contract sales price	922,300.00
Less Total Credits to Seller	TOTAL CREDITS 922,300.00

DEBITS

Commissions paid at settlement	6.0000% = 55,338.00	55,338.00
	44,270.40 James Land Company	
Note: Line 701 Includes Adjustment of -11,067.60 For commission split		
	11,067.60 Farmers National Company	
Note: Line 702 Includes Adjustment of 11,067.60 For commission split		
Closing Fee	Dawes County Abstract & Title, Inc.	250.00
Owner's title insurance to Dawes County Abstract & Title/CTIC		1,026.75
ESTIMATED Outgoing Wire Fees	First National Bank of Chadron	20.00
State Tax/Stamps	Deed Sheridan County Register of Deeds	2,076.75
2017 County Taxes	01/01/17 to 01/01/18 Sheridan County Treasurer	10,831.56
2018 County Taxes	01/01/18 to 09/26/18 Sheridan County Treasurer	7,953.04
2017 PP Tax	01/01/17 to 01/01/18 Sheridan County Treasurer	2,919.12
Less Total Reductions to Amount Due Seller	TOTAL DEBITS	80,415.22

BALANCE

To Seller	841,884.78
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APPROVED:

Roffers' Ranch, L.L.C., a Nebraska limited liability company

BY: _____
Ronald W. Roffers, President

Dawes County Abstract & Title, Inc.

Label Matrix for local noticing
0867-4
Case 17-40673-TLS
District of Nebraska
Lincoln Office
Mon Aug 6 17:28:31 CDT 2018

Roffers' Ranch, LLC
6011 State Hwy 250
Rushville, NE 69360-5119

Vincent Ryan
Gardner, Loutzenhiser & Ryan, P.C.
P.O. Box 447
Chadron, NE 69337-0447

Sheridan County Treasurer
P.O. Box 570
Rushville, NE 69360-0570

Arganbright Law Office
PO Box 67
Valentine, NE 69201-0067

CNH Industrial Capital
Productivity Plus
PO Box 790439
Saint Louis, MO 63179-0439

Channel Bio - a division of Monsanto Company
c/o Sharon Hernandez-B2NB
800 N. Lindbergh Blvd
St. Louis, MO 63167-1000

Downey Drilling, Inc.
PO Box 278
Lexington, NE 68850-0278

Farm Credit Services of America
P.O. Box 2409
Omaha, NE 68103-2409

Farm Credit Services of America, PCA
PO Box 737
Alliance, NE 69301-0737

First National Bank North Platte
201 N Dewey
North Platte, NE 69101-4036

First National Bank of Omaha
PO Box 10
Alliance, NE 69301-0010

Midwest Seeds of Creighton, LLC
53105 Hwy 59
Creighton, NE 68729-2837

PHI Financial Services, Inc.
c/o Blitt and Gaines, P.C.
2536 73rd Street
Des Moines, IA 50322-4700

PO Box 67
PO 67
Valentine, NE 69201-0067

RCIS
PO Box 38
Anoka, MN 55303-0038

Sandhill Oil Co., Inc.
PO Box 279
Hyannis, NE 69350

Sandhill Oil Company
Warren R. Arganbright
PO Box 67
Valentine, NE 69201-0067

Sheridan County Attorney
PO Box 302
Gordon NE 69343-0302

Warren R. Arganbright
111 EAST THIRD STREET
PO Box 67
Valentine, NE 69201-0067

Philip Kelly +
Douglas, Kelly, Ostdiek, Bartels
Box 419
105 E. 16th Street
Scottsbluff, NE 69361-3140

David W. Pederson +
Pederson Law Office
P.O. Box 1625
North Platte, NE 69103-1625

Victor E. Covalt III+
Ballew Hazen, PC LLO
3800 VerMaas Place #101
68502
Lincoln, NE 68502-4455

James J Niemeier +
McGrath, North, Mullin & Kratz, P.C.
Suite 3700 First National Tower
1601 Dodge St.
Omaha, NE 68102-1650

James A. Overcash +
James A. Overcash, Trustee
301 South 13th Street, Ste 500
Woods & Aitken LLP
Lincoln, NE 68508-2546

Brian J. Koenig +
Koley Jessen, P.C., L.L.O.
1125 S. 103rd St., Suite 800
Omaha, NE 68124-1079

Kristin Krueger +
Koley Jessen P.C., L.L.O.
1125 South 103rd Street, Suite 800
Omaha, NE 68124-1079

Jerry Jensen +
Acting Assistant UST
U.S. Trustee's Office
111 South 18th Plz, Suite 1148
Omaha, NE 68102-1321

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Downey Drilling, Inc.

(u)Farm Credit Services Of America, FLCA

(u)Farm Credit Services Of America, PCA

(u)First National Bank of Omaha, f/k/a First

(u)First National Bank of Omaha f/k/a First N

(d)Sheridan County Treasurer
PO Box 570
Rushville NE 69360-0570

End of Label Matrix

Mailable recipients 27

Bypassed recipients 6

Total 33